

ADVENTURE PARK MOAB LLC :

PARTICIPANT'S ACKNOWLEDGMENT OF RISK, ACCEPTANCE OF RESPONSIBILITY, AND WAIVER AND RELEASE FROM LIABILITY

High & Low Ropes Challenge Course Experiential Learning Programs

INTRODUCTION

Please read this entire Acknowledgment of Risk, Acceptance of Responsibility, and Waiver & Release from Liability (hereafter 'Document') carefully before signing. All participants must sign this Document. For participants under 18 yrs. of age (hereafter sometimes 'minor' or 'child'), one or both Parent/Parents or Legal Guardian/s (hereafter jointly 'parent/s') must also sign.

In consideration of the services of Adventure Park Moab LLC and its agents, owners, officers, directors, employees, representatives, independent contractors, volunteers and all other persons or entities associated with it (collectively referred to in this Document as 'Adventure Park Moab'), I (participant and parent/parents of a minor participant) acknowledge and agree as follows:

ACKNOWLEDGMENT & ASSUMPTION OF RISKS

Adventure Park Moab instructional, educational, experiential and/or adventure activities, including but not limited to those, or other training performed by Adventure Park Moab, may take place in various locations in and around Moab, Utah. Activities (which may be scheduled or unscheduled, mandatory or optional and supervised or unsupervised and include free time) may include, but are not limited to high and low element challenge, climbing wall and ropes course activities and leadership or teambuilding games and initiatives (referred to in this Document as 'activities'). I acknowledge that the inherent and other risks, hazards and dangers (referred to in this Document as 'risks') associated with these activities can cause or lead to injury, damage, death or other loss to participant or others. Parent/Parents give permission for their child to participate in all activities and agree to discuss the nature of these activities and risks with their child. The following includes some, but not all of these risks:

Risks involved in any physical activity. Adventure Park Moab activities can take place both indoors and outdoors and may include but not be limited to walking, running, climbing, lifting, belaying and rappelling, swinging on ropes, and trust falls.

Risks included in an outdoor environment. These risks include travel in high altitude, hilly and uneven terrain, both on and off trail. Participants' may be subject to wind, thunder, lightning, rain, snow or other adverse weather conditions; stinging, venomous and/or disease carrying animals or insects; poisonous plants; wild animals and other natural or man-made hazards. Hazards may not be marked and weather is always unpredictable.

Risks included in ropes and challenge course activities. Adventure Park Moab participants may engage in activities involving the use of challenge course or ropes course equipment. This can include, but may not be limited to use of indoor or outdoor climbing walls, high and low element ropes courses, wave walls, swings and associated technical equipment such as harnesses and helmets. The risks of using this equipment include slipping, falling, rope burns, pinches, twists, jolts and splinters.

Risks in decision making, including, without limitation, the risk that an Adventure Park Moab instructor or other staff member, representative, volunteer (including consulting physicians) co-participant or contractor may misjudge a participant's capabilities, health or physical condition, or misjudge some aspect of instruction or medical treatment.

Personal health and participation risks. The risk that participant's mental, physical or emotional condition (known or unknown, disclosed or undisclosed) combined with participation in these activities could result in injury, damage, death or other loss. Although Adventure Park Moab personnel may review participant's health information, Adventure Park Moab cannot anticipate or eliminate risks or complications posed by participant's mental, physical or emotional condition.

The risk that equipment used in any activity may be misused, or may break, fail or malfunction. Adventure Park Moab requires use of helmets or other safety gear for most of the activities. Safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear.

Risks regarding conduct, including the potential that the participant, or other participants or third parties (e.g., general public, rescue squad, medical facility) may act carelessly or recklessly.

Risks regarding free time. Participants may have free time before and after the start of the program and at various other times while they are with Adventure Park Moab. During both supervised and unsupervised activities, all participants share in the responsibility for their own safety.

Other risks that are generally associated with instructional, educational and/or adventure activities.

These and other risks may result in participants: falling partway or falling to the ground; being struck; colliding with objects or people; reacting to high altitude, weather conditions or increased exertion; suffering gastro-intestinal complications or allergic reactions; or experiencing other problems. These and other circumstances may cause heart or lung complications, concussions, high altitude sickness, paralysis or other disability, dehydration, broken bones, wounds, sunburn, illness, mental or emotional trauma, or other injury, damage, death or loss.

I (participant and parent/parents of a minor participant) agree:

• that a 'Challenge by Choice' atmosphere exists at all times; that participant should not feel pressured to participate; and that participant is entitled to make his or her own decisions about participation in any or all activities, and will not be forced to participate;

ACKNOWLEDGMENT & ASSUMPTION OF RISKS – cont'd

- to review all Adventure Park Moab program information and materials received, accurately complete all required forms and agree to abide by the terms of those documents;
- Adventure Park Moab representatives are, and have been available should I have further questions about these activities or the associated risks;
- if participant has any mental, physical or emotional condition/s or limitations which might affect his/her ability to participate, I will disclose those to Adventure Park Moab, and represent that participant is fully capable of participating without causing harm to him or herself or others;
- Adventure Park Moab cannot assure participant's safety or eliminate any of these risks, and Adventure Park Moab does not assure that participant's training, certification or other activities engaged in will cause participant to exhibit any particular level of skill or competence following participation and completion.

Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent/parents of minors) assume and accept full responsibility for the inherent and other risks (both known and unknown) of these activities, and for any injury, damage, death or other loss suffered by participant (and parent/parents of minors), resulting from those risks and/or resulting from participant's negligence or other misconduct.

RELEASE AND INDEMNITY AGREEMENT

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult participant, or parent/parents for themselves and for and on behalf of their participating minor child) agree as follows:

(1) to release and agree not to sue Adventure Park Moab, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claim/s') for any injury, damage, death or other loss in any way connected with my or my child's enrollment or participation in these activities, or use of any equipment, facilities or premises. I understand that in signing this Document, I, my child, and anyone acting on my or my child's behalf, surrender our respective rights to make a claim against Adventure Park Moab, as a result of any injury, damage, death or other loss suffered by me or my child;

(2) to defend and indemnify ('indemnify' meaning protect by reimbursement or payment) Adventure Park Moab with respect to any and all claim/claims brought by or on behalf of me, a family member, a co-participant, or any other person including specifically a minor or otherwise dependent child or family member for whom I act as parent/guardian or person authorizing such person's participation in signing this agreement, for any injury, damage, death or other loss in any way connected with my or my child's enrollment or participation in these activities or use of any equipment, facilities or premises.

This Release and Indemnity Agreement includes claim/s resulting from Adventure Park Moab's negligence (but not its gross negligence or willful, wanton or criminal misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency or medical response, assessment or treatment), property damage, breach of contract or any other claim.

OTHER PROVISIONS

I (participant and parent/parents of a minor participant) agree that Utah law (without regard to its 'conflict of laws' rules) governs this Document, any dispute I have with Adventure Park Moab and all other aspects of my relationship with Adventure Park Moab, and that any mediation, suit, or other proceeding must be filed or entered into only in Moab Grand County, Utah. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Utah mediator. I authorize Adventure Park Moab staff, contractors or other medical personnel to obtain or provide medical care for me/my child, to transport me/my child to a medical facility, and/or to provide treatment they consider necessary for my/my child's health. I agree to pay all costs associated with that care and transportation. I agree to the release (to or by Adventure Park Moab) of any medical records necessary for treatment, referral, billing or insurance purposes. I understand that Adventure Park Moab reserves the right, in its discretion, to limit participation or remove any participant from the program when staff or instructors believe, in their discretion, participant presents a safety concern or medical risk, or acts in any manner detrimental to the program. **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable it shall not affect the enforceability of the remaining provisions, and those remaining provisions shall continue in full force and effect.**

Participant and parent/parents of a minor participant agree: I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me, my participating child, dependent, spouse and other family members, and my heirs, executors, subrogors, representatives and estate. One or both parent/parents must sign if the participant is a minor/dependent (minors are those under 18 yrs. of age)!

Participant Signature Print name here Age Date Current address

Parent or Guardian Signature Print name here Age Date Current address

WHERE DID YOU HEAR ABOUT US? Internet/website____ Brochure/flyer____ Moab Guide Book____ Other____

If you would like to be added to our email list please provide your email address_____

I hereby voluntarily and without compensation authorize Adventure Park Moab LLC to use my photo in promotion of the Adventure Park Moab LLC through television, news media, or other printed materials. I Agree_____ I don't agree_____ (Pls. initial)